

LISA GILFORD (State Bar No. 171641)
JOHN D. ARYA (State Bar No. 156108)
ALSTON + BIRD LLP
333 South Hope Street, Sixteenth Floor
Los Angeles, CA 90071
Telephone: (213) 576-1000
Facsimile: (213) 576-1100
Email: lisa.gilford@alston.com

VINCENT GALVIN, JR. (State Bar No. 104448)
BOWMAN AND BROOKE
1741 Technology Drive
San Jose, CA 95110
Telephone: (408) 279-5393
Facsimile: (408) 279-5845
E-mail: vgalvin@bowman-brooke.com

CARI K. DAWSON (Admitted *Pro Hac Vice*)
ALSTON + BIRD LLP
1201 West Peachtree Street
Atlanta, GA 30309
Telephone: (404) 881-7000
Facsimile: (404) 881-7777
cari.dawson@alston.com

Attorneys for Defendant
TOYOTA MOTOR SALES, U.S.A., INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HEATHER A. LANE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A., INC., a
California corporation,

Defendant.

Case No.: CV 09-9158 GAF(FMOx)

**REQUEST FOR JUDICIAL NOTICE
FILED IN SUPPORT OF
DEFENDANT TOYOTA MOTOR
SALES, U.S.A., INC.'S MOTION TO
DISMISS AND MOTION TO
STRIKE**

[Filed concurrently with Notice of
Motion and Motion to Dismiss;
Memorandum of Points and Authorities;
Request for Judicial Notice; Appendix of
Non-Federal and Out-of-State
Authorities; Motion to Strike; and
[Proposed] Orders

Date: March 22, 2010

Time: 9:30 a.m.

Ctroom: 740

Honorable Gary A. Feess

Complaint filed December 14, 2009

1 Defendant Toyota Motor Sales, U.S.A., Inc. ("Toyota") hereby requests that
2 the Court take judicial notice of the Warranty attached as Exhibit A hereto. The Court
3 may take judicial notice of the warranty provided for Plaintiff's vehicle. *See Hoey v.*
4 *Sony Elecs., Inc.*, 515 F.Supp.2d 1099, 1103 (N.D. Cal. 2007). "[I]f a document is not
5 attached to a complaint, it may [nonetheless] be incorporated by reference into a
6 complaint if the plaintiff refers extensively to the document or the document forms the
7 basis of the plaintiff's claim." *United States v. Richie*, 342 F.3d 903, 908 (9th Cir.
8 2003).

9
10 Dated: February 11, 2010

Respectfully submitted,
ALSTON + BIRD LLP

11
12 /s/ Lisa Gilford
13 Lisa Gilford

14 Attorney for Defendants
TOYOTA MOTOR SALES, U.S.A.

EXHIBIT A



PRIUS

2008

Owner's Warranty Information

SAFETY PRECAUTIONS

Your Prius has both high-voltage DC and AC systems as well as a 12-volt system. Both DC and AC high voltage are very dangerous and can cause personal injury, severe burns, electric shock and even fatal injury.

To avoid personal injury, please follow all caution labels attached to high-voltage parts. Do not touch or attempt to remove or replace any high-voltage (orange-colored) wiring and connectors. Do not touch the service plug located in the driver's side trim of the trunk.

If an accident occurs, do not touch any high-voltage wiring, connectors or parts such as the inverter unit or hybrid vehicle battery assembly.

Do not touch the potassium hydroxide electrolyte that might spill or leak from the hybrid vehicle battery as the result of an accident. If potassium hydroxide electrolyte gets on your skin or in your eyes, neutralize it immediately with a saturated boric acid solution (ratio: 80 grams boric acid to two liters water). Seek immediate medical attention.

If a vehicle fire occurs, extinguish it with a Class D powder-type fire extinguisher.

Toyota recommends having maintenance and repairs for your Prius performed by an authorized Toyota dealership. To locate your nearest authorized Toyota dealership, contact the Toyota Customer Experience Center at (800) 331-4331 or log on to www.toyota.com.

TABLE OF CONTENTS

INTRODUCTION

Satisfaction Down the Road	2
Transportation Assistance	3
If You Need Assistance	4
Warranty Coverages at a Glance	6

YOUR WARRANTIES IN DETAIL

General Warranty Provisions	8
New Vehicle Limited Warranty	10
Federal Emission Control Warranty	15
California Emission Control Warranty	21
Tire Limited Warranty	28

YOUR RESPONSIBILITIES

Operation and Maintenance	29
Obtaining Warranty Service	31

SATISFACTION DOWN THE ROAD

At Toyota, our top priority is always our customers. We know your Toyota is an important part of your life and something you depend on every day. That's why we're dedicated to building products of the highest quality and reliability.

Our excellent warranty coverage is evidence that we stand behind the quality of our vehicles. We're confident — as you should be — that your Toyota will provide you with many years of enjoyable driving.

To further demonstrate our commitment to our customers' satisfaction, occasionally we may establish a special policy adjustment to pay for specific repairs that are no longer covered by warranty. When we establish such a policy adjustment, we mail details to all applicable owners we have on record. That's why it's important to send in the card at the back of this booklet if you change your address or if you've purchased this vehicle from a previous owner.

To provide you with added protection against unexpected service costs, we offer Toyota Extra Care vehicle service agreements and Toyota Auto Care pre-paid maintenance programs. Both offer plans to meet a wide

variety of needs. Your dealership can help you select the plan that's best for you.

Our goal is for every Toyota customer to enjoy outstanding quality, dependability and peace of mind throughout their ownership experience. We want you to be a satisfied member of the Toyota family for many miles to come.

This booklet describes the terms of Toyota warranty coverage as well as general owner responsibilities. A separate publication found in your glove box, the *Scheduled Maintenance Guide*, describes your vehicle's maintenance requirements. Be sure to review this publication carefully, since proper maintenance is required to ensure that warranty coverage remains intact.

All information in this booklet is the latest available at the time of publication and, with the exception of the emission control warranties, is subject to change without notice.

TRANSPORTATION ASSISTANCE

We realize that your confidence in the quality and reliability of our products was a key factor in your decision to buy a Toyota. We also know how disruptive the loss of transportation can be to your daily routine. That's why we're pleased to offer you the benefits of our Transportation Assistance Policy.

Under this policy, you are eligible for transportation assistance if your Toyota must be kept overnight for warranty-covered repairs. The policy applies when your vehicle must be kept overnight for any of the following reasons:

- The warranty repairs will take longer than one day to complete.
- The warrantable condition requires extensive diagnosis.
- The parts needed for the warranty repairs are not readily available and your vehicle is inoperative or unsafe to drive.

The policy does not apply when warranty repairs can be completed in one day but the vehicle must be kept overnight due to dealer or owner scheduling conflicts.

The Transportation Assistance Policy applies for the duration of the New Vehicle Limited Warranty. The policy applies to all 2008 model-year Toyotas sold and serviced by authorized Toyota dealerships in the mainland United States and Alaska.

For further details, please consult your Toyota dealer.

IF YOU NEED ASSISTANCE

Both Toyota and your Toyota dealer are dedicated to serving your automotive needs. Your complete satisfaction is our first priority. Should you have a problem or concern — either during or after the warranty period — please take the following steps to ensure the quickest possible response:

Step 1

Discuss the situation with a dealership manager, such as the service manager or customer relations manager. In most cases, a satisfactory solution can be reached at this step.

Step 2

If the dealership does not address your concern to your satisfaction, call the Toyota Customer Experience Center at **(800) 331-4331**. If you are hearing- or speech-impaired, call (800) 443-4999 (TDD).

Please have the following information ready when you call:

- Your Toyota's vehicle identification number (located on the driver's side corner of the dashboard, under the window)
- Current mileage on your vehicle
- Name of your Toyota dealership

A Toyota customer relations representative will assist you in working with the dealership to find a satisfactory solution.

Step 3

If your concern has still not been resolved to your satisfaction, Toyota offers additional assistance through the Dispute Settlement Program, a dispute resolution program administered by the National Center for Dispute Settlement. The purpose of the Dispute Settlement Program is to resolve disputes through arbitration — a process by which two parties authorize an independent third party to hear and resolve a dispute. The program is informal and free of charge. To request that your

IF YOU NEED ASSISTANCE

case be reviewed through the program, complete the customer claim form in the *Owner's Warranty Rights Notification* booklet (found in your glove box) and mail it to:

National Center for Dispute Settlement
P.O. Box 688
Mt. Clemens, MI 48046

If you would like to request a customer claim form, call the Toyota Customer Experience Center at (800) 331-4331. When you call, please have your vehicle identification number, the current mileage on your Toyota and the names of your selling and servicing dealerships.

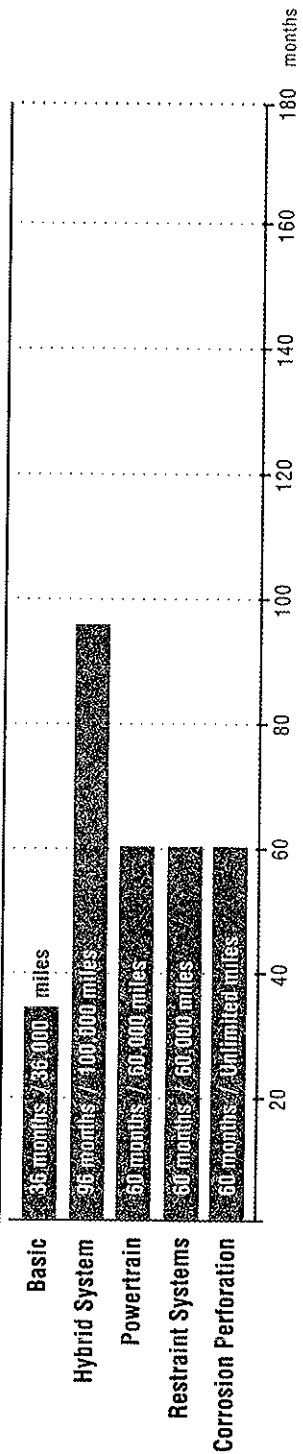
California residents: Toyota offers you assistance through an arbitration program called the California Dispute Settlement Program (CDSP). A brochure about the program is found in your glove box. For additional information, call the Toyota Customer Experience Center at (800) 331-4331. You may also contact the CDSP directly at (888) 300-6237. Failure to use the CDSP may affect your rights and remedies under California's "Lemon Laws."

Important: You must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet for the requirements applicable to your state.

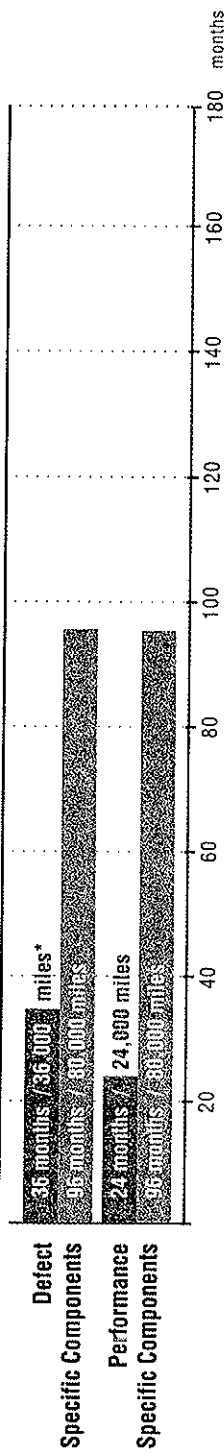
This information about the Dispute Settlement Programs is correct as of the date of printing. However, the programs may be changed without notice. For the most current information about the programs, call the Toyota Customer Experience Center at (800) 331-4331.

WARRANTY COVERAGES AT A GLANCE

New Vehicle Limited Warranty



Federal Emission Control Warranty



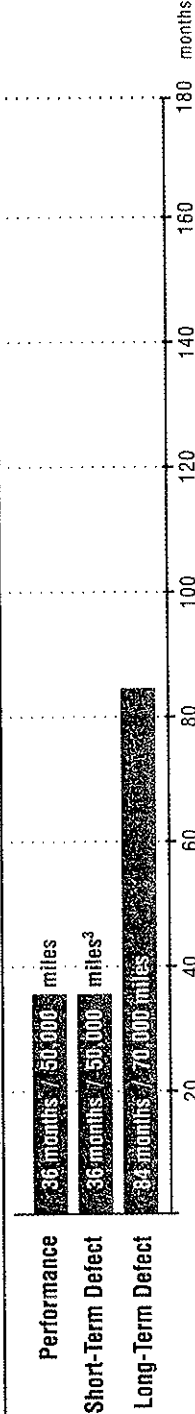
* Specific components may have longer coverage under terms of the Powertrain Warranty.

WARRANTY COVERAGES AT A GLANCE

California Emission Control Warranty (selected states)¹



Pennsylvania Vehicles Only²



¹ Applies to California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Oregon, Rhode Island and Vermont vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

² Applies to Pennsylvania vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

³ Specific components may have longer coverage under terms of the Powertrain Warranty.

GENERAL WARRANTY PROVISIONS

Who Is the Warrantor

The warrantor for these limited warranties is Toyota Motor Sales, U.S.A., Inc. ("Toyota"), 19001 South Western Avenue, Torrance, California 90509-2991, a California corporation.

Which Vehicles Are Covered

These warranties apply to all 2008 model-year Prius vehicles registered and normally operated in the United States, U.S. territories and Canada. Warranty coverage is automatically transferred at no cost to subsequent vehicle owners.

Multiple Warranty Conditions

This booklet contains warranty terms and conditions that may vary depending on the part covered. A warranty for specific parts or systems, such as the Powertrain Warranty or Emission Performance Warranty, is governed by the coverage set forth in that warranty as well as the General Warranty Provisions.

When Warranty Begins

The warranty period begins on the vehicle's in-service date, which is the first date the vehicle is either delivered to an ultimate purchaser, leased, or used as a company car or demonstrator.

Repairs Made at No Charge

Repairs and adjustments covered by these warranties are made at no charge for parts and labor.

Parts Replacement

Any needed parts replacement will be made using new or remanufactured parts. The decision whether a part should be repaired or replaced will be made by the servicing Toyota dealership and/or Toyota. Parts scheduled to be replaced as required maintenance are warranted until their first replacement only.

GENERAL WARRANTY PROVISIONS

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of these written warranties. Some states do not allow restrictions on how long an implied warranty lasts, so this limitation may not apply to you.

Your Rights Under State Law

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

NEW VEHICLE LIMITED WARRANTY

WHAT IS COVERED AND HOW LONG

Basic Warranty

This warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 12-13.

Coverage is for 36 months or 36,000 miles, whichever occurs first, with the exception of wheel alignment and wheel balancing, which are covered for 12 months or 20,000 miles, whichever occurs first.

Hybrid System Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of the components listed here and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 12-13:

- Battery control module
- Hybrid battery
- Hybrid control module
- Inverter with converter

Coverage is for 96 months or 100,000 miles, whichever occurs first.

Powertrain Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any component listed here and supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 12-13.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

Engine

Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, valve covers, oil pan, oil pump, engine mounts, engine control computer, water pump, fuel pump, seals and gaskets.

Transaxle/Motor/Generator

Case and all internal parts, transaxle mounts, seals and gaskets.

Front-Wheel-Drive System

Final drive housing and all internal parts, axle shafts, drive shafts, constant velocity joints, front hub and bearings, seals and gaskets.

NEW VEHICLE LIMITED WARRANTY

Restraint Systems Warranty

This warranty covers repairs needed to correct defects in materials or workmanship of any seatbelt or air bag system supplied by Toyota, subject to the exceptions indicated under "What Is Not Covered" on pages 12-13.

Coverage is for 60 months or 60,000 miles, whichever occurs first.

For vehicles sold and registered in the state of Kansas, the warranty for seatbelts and related components is 10 years, regardless of mileage.

Corrosion Perforation Warranty

This warranty covers repair or replacement of any original body panel that develops perforation from corrosion (rust-through), subject to the exceptions indicated under "What Is Not Covered" on pages 12-13.

Coverage is for 60 months, regardless of mileage.

For information on how to protect your vehicle from corrosion, see the section entitled "Corrosion Prevention and Appearance Care" in the *Owner's Manual*.

Towing

When your vehicle is inoperable due to failure of a warranted part, towing service to the nearest authorized Toyota dealership is covered.

NEW VEHICLE LIMITED WARRANTY

WHAT IS NOT COVERED

This warranty does not cover damage or failures resulting directly or indirectly from any of the following:

- Fire, accidents or theft
- Abuse or negligence
- Misuse — for example, racing or overloading
- Improper repairs
- Alteration or tampering, including installation of non-Genuine Toyota Accessories
- Lack of or improper maintenance, including use of fluids other than those specified in the *Owner's Manual*
- Installation of non-Genuine Toyota Parts
- Airborne chemicals, tree sap, road debris (including stone chips), rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Water contamination

This warranty also does not cover the following:

Tires

Tires are covered by a separate warranty provided by the tire manufacturer. See page 28.

Normal Wear and Tear

Noise, vibration, cosmetic conditions and other deterioration caused by normal wear and tear.

Maintenance Expense

Normal maintenance services such as:

- Engine tune-ups
- Replacement of fluids and filters
- Lubrication
- Cleaning and polishing
- Replacement of spark plugs and fuses
- Replacement of worn wiper blades, brake pads/linings and clutch linings

NEW VEHICLE LIMITED WARRANTY

Vehicles With Altered Odometer

Failure of a vehicle on which the odometer has been altered so that actual vehicle mileage cannot be readily determined.

Salvage or Total-Loss Vehicles

Any vehicle that has ever been issued a "salvage" title or similar title under any state's law; or has ever been declared a "total loss" or equivalent by a financial institution or insurer, such as by payment for a claim in lieu of repairs because the cost of repairs exceeded the cash value of the vehicle. This exclusion does not apply to the emission control warranties.

Incidental Damages

Incidental or consequential damages associated with a vehicle failure. Such damages include but are not limited to inconvenience; the cost of transportation, telephone calls and lodging; the loss of personal or commercial property; and the loss of pay or revenue.

Disclaimer of Extra Expenses and Damages

The performance of necessary repairs and adjustments is the exclusive remedy under this warranty or any implied warranty. Toyota does not authorize any person to create for it any other obligation or liability in connection with this vehicle. Toyota shall not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this written warranty, except in states where this limitation is not allowed.

NEW VEHICLE LIMITED WARRANTY

DISPUTE RESOLUTION

If a dispute arises regarding your warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4-5. Please note that you must use the Dispute Settlement Program (or, in California, the CDSP) before seeking remedies through a court action pursuant to the Magnuson-Moss Warranty Act. You may also be required to use the Dispute Settlement Program or CDSP before seeking remedies under the "Lemon Laws" of your state. Please check the appropriate page of the *Owner's Warranty Rights Notification* booklet (located in your glove box) for the requirements applicable to your state.

FEDERAL EMISSION CONTROL WARRANTY

WHAT IS COVERED AND HOW LONG

Emission Defect Warranty

Toyota warrants that your vehicle:

- Was designed, built and equipped to conform at the time of sale with applicable federal emissions standards.
- Is free from defects in materials and workmanship that may cause the vehicle to fail to meet these standards.

Federal regulations require that this warranty be in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. However, under the terms of the Basic Warranty, Toyota provides coverage of three years or 36,000 miles, whichever occurs first. Specific components may have longer coverage under the terms of the Powertrain Warranty. Additionally, components marked "8/80" in the parts list on pages 16-17 have coverage of eight years or 80,000 miles, whichever occurs first.

Emission Performance Warranty

Some states and localities have established vehicle inspection and maintenance (I/M) programs to encourage proper vehicle maintenance. If an EPA-approved I/M program is in force in your area, you are eligible for Emission Performance Warranty coverage.

Under the terms of the Emission Performance Warranty and federal regulations, Toyota will make all necessary repairs if both of the following occur:

- Your vehicle fails to meet applicable emissions standards as determined by an EPA-approved emissions test.
- This failure results or will result in some penalty to you — such as a fine or denial of the right to use your vehicle — under local, state or federal law.

This warranty is in effect for two years or 24,000 miles from the vehicle's in-service date, whichever occurs first. Additionally, components marked "8/80" in the parts list on pages 16-17 have coverage of eight years or 80,000 miles, whichever occurs first.

FEDERAL EMISSION CONTROL WARRANTY

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What Is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

WARRANTY PARTS LIST

Air/Fuel Metering System

- Air/fuel ratio feedback control system
- Electronic fuel injection system components
 - Airflow sensor
 - Engine control module (8/80)
 - Throttle body
 - Other components

Air Induction System

- Intake manifold and intake air surge tank

Catalyst System

- Catalytic converter and protector (8/80)
- Constricted fuel filler neck
- Exhaust manifold
- Exhaust pipe (manifold to catalyst and/or catalyst to catalyst)

8/80 = Covered for eight years or 80,000 miles, whichever occurs first.

FEDERAL EMISSION CONTROL WARRANTY

Evaporative Control System

- Charcoal canister
- Diaphragm valve
- Fuel filler cap
- Fuel tank

Hybrid System

- Battery control module (8/80)*
- Battery thermistor
- Generator
- Hybrid battery*
- Hybrid control module (8/80)*
- Inverter with converter*
- Motor
- System main relay and battery current sensor

8/80 = Covered for eight years or 80,000 miles, whichever occurs first.

* Covered under the Hybrid System Warranty for eight years or 100,000 miles, whichever occurs first.

Ignition System

- Distributor and internal parts
- Ignition coil and ignitor
- Ignition wires
- Spark plug[†]

Positive Crankcase Ventilation (PCV) System

- Oil filler cap
- PCV valve or orifice

Other Parts Used in Above Systems

- Data link connector (8/80)
- Hoses, clamps, fittings, tubing and mounting hardware
- Malfunction indicator light and bulb (8/80)
- Pulleys, belts and idlers
- Sealing gaskets and devices
- Sensors, solenoids, switches and valves

[†] Warranted until first required maintenance under terms of the California Emission Control Warranty.

FEDERAL EMISSION CONTROL WARRANTY

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

FEDERAL EMISSION CONTROL WARRANTY**IF YOUR VEHICLE FAILS AN EMISSIONS TEST**

If your vehicle fails an EPA-approved emissions test, you may make a claim under the Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the emissions test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 31, "Obtaining Warranty Service."

IF YOU HAVE QUESTIONS

If you have questions or concerns about your vehicle's federal emission warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4-5. In the case of the Emission Performance Warranty, you may also request information from or report complaints to:

U.S. Environmental Protection Agency
Vehicle Programs & Compliance Division (6405J)
Attn: Warranty Complaints
401 M Street SW
Washington, D.C. 20460

Vehicles equipped with a California Certified Emission Control System that are registered and operated in California or any state that adopts California emission warranty provisions are also covered by the California Emission Control Warranty (see page 21). Currently, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, Rhode Island and Vermont are the other states to which the California Emission Control Warranty applies.

FEDERAL EMISSION CONTROL WARRANTY**DEALER CERTIFICATE**

We (the dealership) want you to know that at the time your new Toyota vehicle is being delivered:

- 1) On the basis of written notification furnished by Toyota, we have knowledge that the vehicle is covered by an EPA Certificate of Conformity.
- 2) We have visually inspected those emission control devices or portions thereof that are visible without removing or adjusting any components or systems, emissions-related or otherwise. On the basis of this inspection, there are no apparent deficiencies in the installation of emission control devices by Toyota. (For purposes of this certificate, "emission control devices" is limited to devices installed on a vehicle for the sole or primary purpose of controlling emissions and which were not in general use before 1968.)
- 3) We have performed all emission control system preparations required by Toyota prior to the sale of the vehicle as set forth in Toyota's current pre-delivery service manual.
- 4) Except as may be provided in Paragraph 5, if this vehicle fails an EPA-approved emissions test within three months or 4,000 miles (whichever comes first) of delivery to the ultimate purchaser, and the vehicle has been maintained and used in accordance with the

written instructions for proper maintenance and use, Toyota will remedy the nonconformity free of charge under the terms of the Emission Performance Warranty.

- 5) If vehicle was used as a company car or demonstrator, check box and complete the following:

☐ The vehicle with which this statement is delivered was placed into service as a company car or demonstrator prior to delivery. The Emission Performance Warranty period commenced on the date the vehicle was first placed into service, which was:

Month	Day	Year
-------	-----	------

Note: The dealership makes no representation or warranty that the emission control system or any part thereof is without defect or that the system will perform properly. The Emission Performance Warranty referred to in Paragraph 4 and furnished with the vehicle is solely that of the manufacturer.

This statement is required by section 207 of the Clean Air Act (42 U.S.C. 7541) and the EPA regulations issued thereunder.

20 *Your Warranties in Detail*

Dealership Name

CALIFORNIA EMISSION CONTROL WARRANTY**YOUR WARRANTY RIGHTS
AND OBLIGATIONS**

Vehicles equipped with a California Certified Emission Control System that are registered and operated in California or any state that adopts California emission warranty provisions are covered by this warranty. Currently, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Oregon, Pennsylvania, Rhode Island and Vermont are the other states to which this warranty applies. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty (see page 15).

The California Air Resources Board (CARB) and Toyota are pleased to explain the emission control system warranty for your 2008 vehicle.

In California, new motor vehicles must be designed, built and equipped to meet the state's stringent anti-smog standards. CARB regulations require that Toyota must warrant the emission control system on your vehicle for the time periods indicated on the next page, provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, ignition system, catalytic converter and engine computer. Also included may be hoses, belts, connectors and other emissions-related assemblies.

Where a warrantable condition exists, Toyota will repair your vehicle at no cost to you, including diagnosis, parts and labor.

CALIFORNIA EMISSION CONTROL WARRANTY

MANUFACTURER'S WARRANTY COVERAGE

Selected States¹

For 15 years or 150,000 miles, whichever occurs first:²

- If your vehicle fails a smog-check test, all necessary repairs and adjustments will be made by Toyota to ensure that your vehicle passes the test. This is your Emission Control System PERFORMANCE WARRANTY.
- Subject to the specific terms pertaining to maintenance described on the following pages, if any emissions-related part is defective, the part will be repaired or replaced by Toyota. This is your Emission Control System DEFECT WARRANTY.

¹ Applies to California, Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Oregon, Rhode Island and Vermont vehicles equipped with a California Certified Emission Control System.

² Warranty coverage for the hybrid battery is 10 years or 150,000 miles, whichever occurs first.

Pennsylvania Vehicles Only³

- 1) For three years or 50,000 miles, whichever occurs first:
 - If your vehicle fails a smog-check test, all necessary repairs and adjustments will be made by Toyota to ensure that your vehicle passes the test. This is your Emission Control System PERFORMANCE WARRANTY.
 - If an emissions-related part listed on pages 16--17 is defective, the part will be repaired or replaced by Toyota. This is your SHORT-TERM Emission Control System DEFECT WARRANTY. Specific components may have longer coverage under the terms of the Powertrain Warranty.
- 2) For seven years or 70,000 miles, whichever occurs first:
 - If an emissions-related part listed on page 23 is defective, the part will be repaired or replaced by Toyota. This is your LONG-TERM Emission Control System DEFECT WARRANTY.

³ Applies to Pennsylvania vehicles equipped with a California Certified Emission Control Warranty.

CALIFORNIA EMISSION CONTROL WARRANTY

Parts List: Long-Term Emission Defect Warranty (Pennsylvania Vehicles Only*)

The parts listed here are covered for seven years or 70,000 miles, whichever occurs first.

Air/Fuel Metering System

- Engine control computer (engine control module)
- Throttle body

Air Induction System

- Intake manifold and intake air surge tank

Catalyst System

- Catalytic converter (warm-up three-way catalyst)
- Exhaust front pipe
- Exhaust manifold

Evaporative Control System

- Fuel tank

Hybrid System

- Battery control module
- Battery voltage sensor
- Generator
- Hybrid battery
- Hybrid control module
- Inverter with converter
- Motor

Other Parts Used in Above Systems

- Coolant heat storage tank

*Applies to Pennsylvania vehicles equipped with a California Certified Emission Control Warranty.

CALIFORNIA EMISSION CONTROL WARRANTY**OWNER'S WARRANTY RESPONSIBILITIES**

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota recommends that you retain all receipts covering maintenance on your vehicle, but Toyota cannot deny warranty coverage solely for the lack of receipts or your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Toyota dealership as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

You should also be aware that Toyota may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Toyota Customer Experience Center at (800) 331-4331 or the California Air Resources Board, Mobile Source Control Division, at 9528 Telstar Avenue, P.O. Box 8001, El Monte, CA 91734-8001.

WHAT IS NOT COVERED

These warranty obligations do not apply to failures or noncompliance caused by:

- The use of replacement parts not certified in accordance with aftermarket parts certification regulations.
- The use of replacement parts not equivalent in quality or design to original equipment parts.

Provisions under the "What Is Not Covered" section of the New Vehicle Limited Warranty also apply to this warranty.

CALIFORNIA EMISSION CONTROL WARRANTY

MAINTENANCE

You are responsible for performance of the required maintenance indicated in the *Owner's Manual* and the *Scheduled Maintenance Guide*. Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, any failure or noncompliance caused by lack of maintenance is not covered by this warranty.

When maintenance and repairs are paid for by you, these services may be performed by you or by any automotive service provider you choose. Toyota will not deny a warranty claim solely because you used a service provider other than a Toyota dealership for maintenance and repairs. However, any failure or noncompliance caused by improper maintenance or repairs is not covered by this warranty.

REPLACEMENT PARTS

To ensure optimum performance and maintain the quality built into your vehicle's emission control systems, Toyota recommends the use of Genuine Toyota Parts when servicing or repairing the systems.

Warranty coverage is not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Toyota Parts for maintenance and repairs. However, use of replacement parts that are not equivalent in quality to Genuine Toyota Parts may impair the effectiveness of the emission control systems.

If you use replacement parts that have maintenance or replacement schedules different from those of Genuine Toyota Parts, you must follow the maintenance and replacement schedules for the parts you are using. In addition, you should ensure that such parts are warranted by their manufacturers to be equivalent to Genuine Toyota Parts.

CALIFORNIA EMISSION CONTROL WARRANTY

IF YOUR VEHICLE FAILS A SMOG-CHECK TEST

If your vehicle fails a smog-check test, you may make a claim under the Emission Performance Warranty. To do so, take your vehicle to an authorized Toyota dealership and present a copy of the smog-check test report. Also, take your maintenance records in case they are needed.

If your claim qualifies for coverage, the dealership will repair your vehicle within 30 days (unless a shorter period is required by law). If your claim is denied, Toyota will notify you in writing of the reason within the same period. If we fail to do so, we will repair your vehicle free of charge. The only exceptions allowed are when you request or agree to a delay, or when a delay is caused by factors beyond the control of Toyota or the dealership.

For information on how to obtain service under the Emission Defect Warranty, see page 31, "Obtaining Warranty Service."

REPAIR DELAYS

If a Toyota dealership is unable to complete repairs on your vehicle within 30 days, you may have the repairs made under Toyota's provisions for emergency warranty repairs. See page 31 for details.

CALIFORNIA EMISSION CONTROL WARRANTY

IF YOU HAVE QUESTIONS

If you have questions or concerns about your vehicle's California emission warranty coverage, please follow the steps described under "If You Need Assistance" on pages 4–5. You may also request information from or report complaints to:

California Air Resources Board
Mobile Source Control Division
9528 Telstar Avenue
P.O. Box 8001
El Monte, CA 91734-8001
(800) 242-4450

TIRE LIMITED WARRANTY

OBTAINING WARRANTY SERVICE

The tires that come as original equipment on your vehicle are warranted by their manufacturer and not Toyota. A separate warranty statement for the tires is in your glove box.

To obtain service for a tire defect, take the tire to an authorized dealer of the tire manufacturer. (Refer to your local phone directory for dealer locations.) Your Toyota dealer may also be able to assist you in obtaining warranty service from the manufacturer.

For additional warranty information or service assistance, contact the tire manufacturer directly.

ORIGINAL EQUIPMENT TIRE MANUFACTURERS

Bridgestone/Firestone

535 Marriott Drive
Nashville, TN 37214
Bridgestone: (800) 847-3272
Firestone: (800) 356-4644

Goodyear Tire and Rubber Co.

1144 East Market Street
Akron, OH 44316
(800) 321-2136

OPERATION AND MAINTENANCE

GENERAL INFORMATION

You are responsible for ensuring that your Toyota is operated and maintained according to the instructions in the *Owner's Manual* and the *Scheduled Maintenance Guide*.

You should keep detailed records of vehicle maintenance, since under some circumstances they may be required for warranty coverage. These records should include date of service, mileage at time of service and a description of service performed and/or parts installed. For your convenience, a maintenance log is included in the *Scheduled Maintenance Guide*. If you sell your vehicle, you should give your maintenance records to the new owner.

Toyota will not deny a warranty claim solely because you do not have records to show that you maintained your vehicle. However, damage or failures caused by lack of proper maintenance are not covered under warranty.

WHERE TO GO FOR MAINTENANCE

You may have maintenance performed on your vehicle by any qualified person or facility. However, Toyota recommends having maintenance performed by an authorized Toyota dealership.

Toyota dealership technicians are specially trained to maintain and repair Toyota vehicles. They stay current on the latest service information through Toyota technical bulletins, service publications and training courses. Many are also certified through the Toyota Certification Program, which involves a series of rigorous written examinations. Feel free to ask any Toyota dealership to show you its technicians' credentials.

You can be confident you're getting the best possible service for your vehicle when you take it to a Toyota dealership. Plus, a Toyota dealership will always use Genuine Toyota Parts designed specifically for your vehicle.

OPERATION AND MAINTENANCE

REPLACEMENT PARTS

Warranty coverage is not dependent upon the use of any particular brand of replacement parts. However, Toyota recommends using only Genuine Toyota Parts when you need to replace a part on your vehicle. Like all Toyota products, Genuine Toyota Parts are built to the highest standards of quality, durability and performance. They are also designed to fit your vehicle's exact specifications.

Your Toyota dealership maintains an extensive inventory of Genuine Toyota Parts to meet your vehicle service needs. And because it is linked electronically to Toyota's Parts Distribution Centers, the dealership has quick access to any parts it may not have in stock.

Genuine Toyota Parts are covered by their own warranty (see your dealer for details) or the remainder of any applicable New Vehicle Limited Warranty, whichever is longer. **Non-Genuine Toyota Parts, or any damage or failures resulting from their use, are not covered by any Toyota warranty.**

OBTAINING WARRANTY SERVICE**BY GEOGRAPHIC REGION****EMERGENCY REPAIRS****In the United States, U.S. Territories and Canada**

To obtain warranty service in the United States, U.S. territories or Canada, take your vehicle to an authorized Toyota dealership. If your vehicle cannot be driven, contact your nearest Toyota dealership for towing assistance. You do not have to pay for towing to the nearest Toyota dealership if your vehicle is inoperable due to failure of a warranted part.

Outside the United States, U.S. Territories and Canada

If you are using your vehicle outside the United States, U.S. territories and Canada and need warranty service, contact a local Toyota dealership. Please note, however, that your vehicle may not be repaired free of charge because the local Toyota distributor may have no obligation to provide warranty service for your vehicle, and/or your vehicle may not comply with local regulatory or environmental requirements.

If your vehicle is inoperable or unsafe to drive and there is no Toyota dealership reasonably available to make repairs, you may perform the repairs yourself or have them performed by another automotive service provider. Toyota will reimburse you for any of the repairs that are covered by warranty. To receive reimbursement, present to an authorized Toyota dealership your paid repair invoices and any parts that were removed from the vehicle. You will be reimbursed for warranted parts at the manufacturer's suggested retail price and warranted labor at a geographically appropriate hourly rate multiplied by Toyota's recommended time allowance for the repair.

If your vehicle requires emergency repair, Toyota assumes no liability for subsequent failures caused by improper repairs or the use of non-Genuine Toyota Parts unless you have the vehicle properly repaired in a timely manner. To ensure that warranty coverage remains intact, have your vehicle inspected by an authorized Toyota dealership as soon as possible after an emergency repair.

NOTES

OWNER INFORMATION CHANGE FORM

EVV

Check one: ☐ Same owner, name and/or address has changed ☐ New owner, purchased vehicle used
☐ Same owner, additional driver who should receive product/safety updates

Vehicle Identification Number (required to process change) _____ Effective date of this information _____ Mo. _____ Day _____ Year _____

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.

First name _____ M.I. _____ Last name _____

Check here if address below is for company ☐

Company name _____

Street address or P.O. Box _____

Apt. or suite number _____

City _____

State _____

Zip code _____

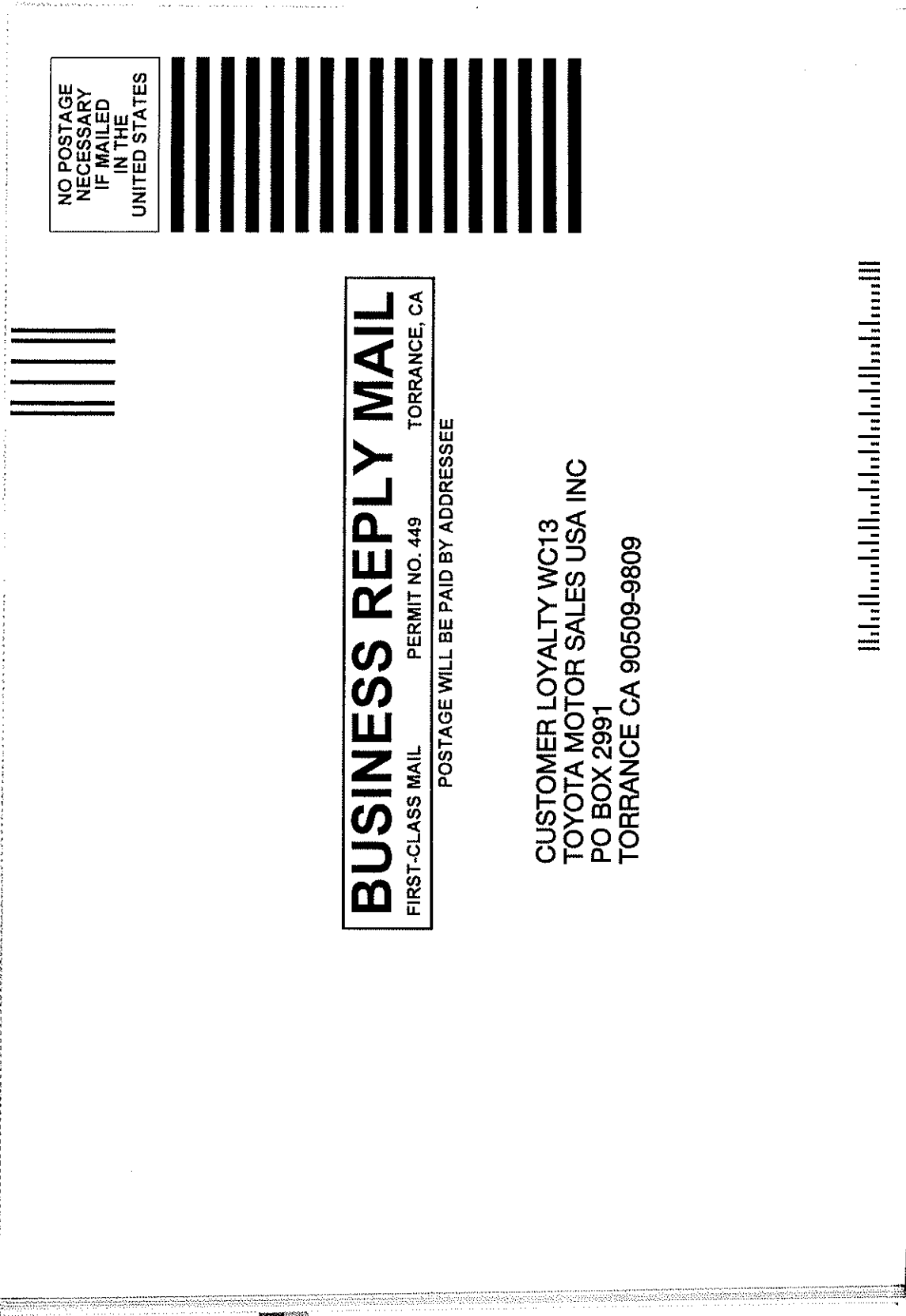
Primary phone number _____ Alternate phone number _____

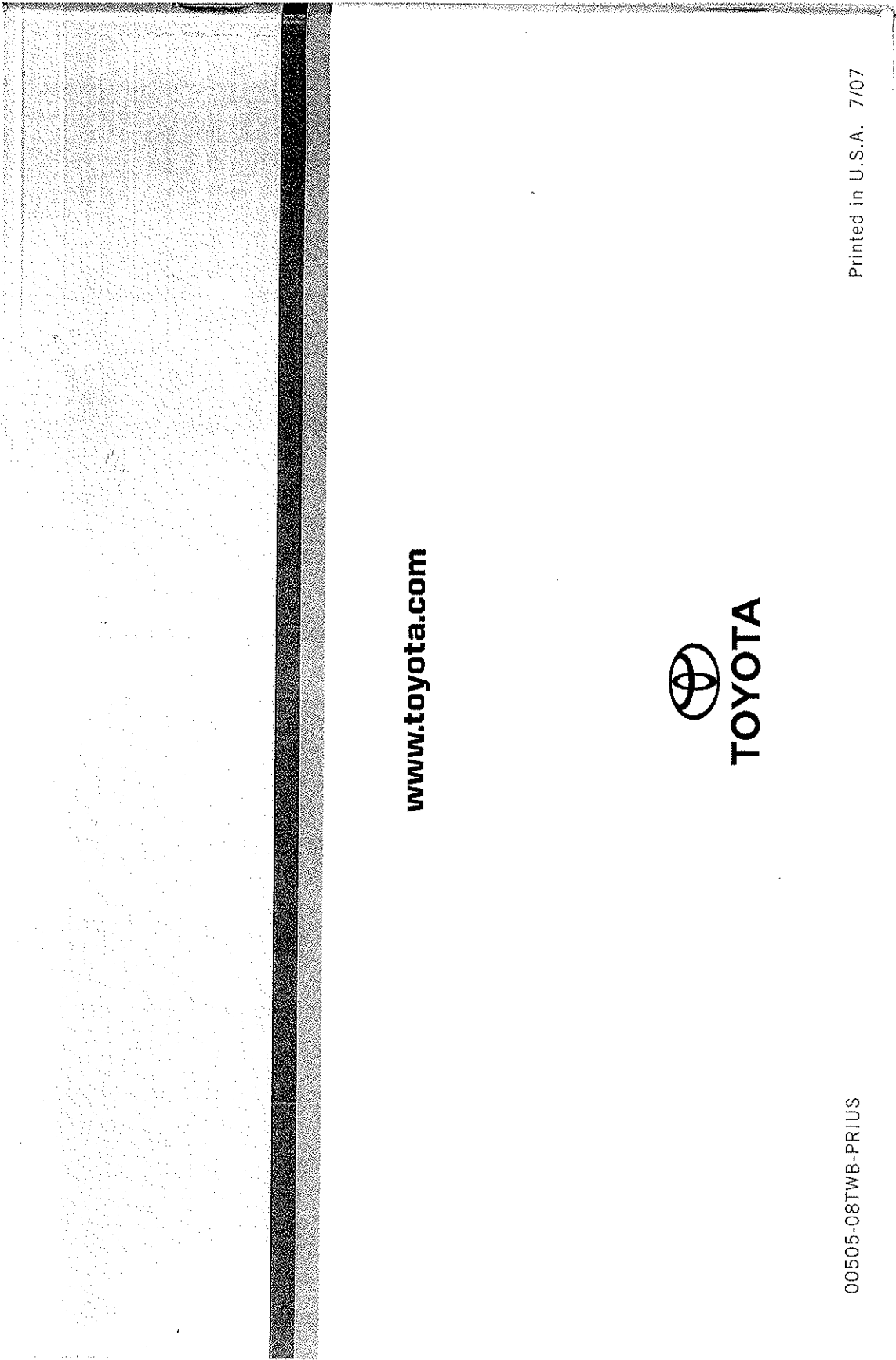
E-mail address _____

**TOYOTA**

This information is obtained solely for the use of Toyota Motor Sales, U.S.A., Inc.
 Toyota occasionally sends special promotional offers to registered owners. Check here if you prefer not to receive these offers. ☐

If your name or address has changed or you purchased your Toyota as a used vehicle, please complete and mail the attached card, even if your warranty coverage has expired. This will enable Toyota to contact you with important product or safety updates concerning your vehicle. If the card is no longer attached, please call the Toyota Customer Experience Center at (800) 331-4331.





CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2010, I caused a copy of **REQUEST FOR JUDICIAL NOTICE FILED IN SUPPORT OF DEFENDANT TOYOTA MOTOR SALES, U.S.A., INC.'S MOTION TO DISMISS AND MOTION TO STRIKE** to be served upon the following counsel in the manner described below:

Via the Court's CM/ECF system:

Gene J Stonebarger
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Email: gstonebarger@stonebargerlaw.com

Ben Barnow
BARNOW & ASSOCIATES PC
One North LaSalle Street Suite 4600
Chicago, IL 60602
Email: b.barnow@barnowlaw.com

Attorneys for Plaintiffs and the Class

By: /s/ Lisa Gilford
Attorney for Defendant
TOYOTA MOTOR SALES, U.S.A., INC.